



Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

Appendix F-1 to DIR Contract Number DIR-TSO-2735

HP CUSTOMER TERMS – PORTFOLIO (Cloud Assessment Services)

1. **Parties.** These terms and the DIR Contract represent the agreement (“**Agreement**”) that governs the purchase of products and services from the Hewlett-Packard Company entity identified in the signature section below (“**HP**”) by the Customer entity identified below (“**Customer**”). In the event of a conflict, the DIR Contract controls.
2. **Orders.** “**Order**” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) service lists, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy. Supporting Material shall be in accordance with the DIR Contract. In the event of a conflict, the DIR Contract controls.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “**Affiliates**”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order.
5. **Prices.** Prices will be as quoted in writing by HP in a quote or Statement of Work, and shall be in accordance with Appendix C, Pricing Index, of this Contract. Travel Reimbursement shall be in accordance with Section 4F of the DIR Contract.
- 6.-10. **Reserved.**
11. **Eligibility.** HP’s service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by HP; or



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5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
12. **Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
13. **Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
14. **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services. HP must report promptly any perceived failure of Customer regarding these dependencies.
15. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
- 16.-17. **Reserved.**
18. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
19. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
- 20.- 32. **Reserved.**
33. **Global Trade compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
34. - 38. **Reserved.**



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The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

Signed for HPES:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

HP Entity: Hewlett Packard Enterprise Services, LLC

Date:
[Insert date]

Signed for Customer:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

Customer Entity:

Date:
[Insert date]